



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

August 5, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **ACCEPT A CONTRACT WITH THE FIRST 5 LOS ANGELES COMMISSION (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This letter requests approval of a contract with the First 5 Los Angeles Commission to conduct approximately 200 on-site observations of child care centers and family child care homes participating in the Steps to Excellence Project (STEP). Information collected during the observations will be analyzed and used to assign STEP quality ratings. These ratings will provide parents with objective and reliable information on child care program quality.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Accept and instruct the Chair to execute a contract with the First 5 Los Angeles Commission (Commission). The contract, in the amount of \$351,650, will make funds available to conduct on-site observations and administrative reviews of child development centers and family child care homes participating in the. STEP is a child care quality support and rating system being piloted in nine communities of Los Angeles County. Information collected during the reviews will be analyzed and used to assign quality ratings to programs participating in STEP. These ratings will provide parents with objective and reliable information on child care program quality.
2. Delegate authority to the Chief Executive Officer (CEO) or his designee, to prepare and execute any and all documents and contract amendments on behalf of the County as may be deemed necessary to effectuate this contract.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

*"To Enrich Lives Through Effective And Caring Service"*

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On December 12, 2006, your Board adopted a motion approving a three-year pilot of STEP and calling for the submission of a five-signature letter to the Commission requesting their participation in funding STEP. This contract is result of that request to the Commission. Your Board's acceptance is required to execute the contract and begin implementation of the program observation component of STEP.

### **Implementation of Strategic Plan Goals**

This contract supports the County's strategic plan goals related to service excellence, workforce excellence, and Children and Families' Well-Being. Using the information collected during the on-site observations, STEP will provide parents with clear, concise information on the quality of individual child care programs and distinguish high quality services. STEP also makes a variety of training services available to help programs implement best practices.

### **FISCAL IMPACT/FINANCING**

Acceptance of this contract will provide \$351,650 per year to conduct approximately 205 on-site observations of child care centers and family child care homes each year, analyze the observations, and recommend program quality ratings. The Commission has indicated their intent to fund this effort for a three-year period. Renewals of this contract for two additional years will be at the discretion of the Commission.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Following your Board's action in December 2006, STEP was formally launched in July 2007. Since July 2007, over 150 child care providers, including centers and family child care homes, have been recruited from the nine pilot communities to participate in the program. STEP has established an ambitious training calendar, offering high quality and intense training on eight different topics. The project has also made grants of up to \$5,000 available to over 130 STEP participants. The training opportunities and grants are intended to facilitate quality improvements in the specific areas addressed in the on-site observations.

### **CONTRACTING PROCESS**

Because this contract is initiated by the Commission, a number of the County's standard terms and conditions either do not apply or are not included, such as:

- Assignment and Delegation
- Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment
- Consideration of Hiring GAIN/GROW Program Participants
- Local Small Business Enterprise Prompt Payment Program
- Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law
- Notice to Employees Regarding the Safely Surrendered Baby Law

Honorable Board of Supervisors  
August 5, 2008  
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- County's Quality Assurance Plan Termination for Improper Consideration
- Contractor's Charitable Activities Compliance
- Notice of the Federal Earned Income Tax Credit

The CEO will be subcontracting with the University of California Los Angeles – Center for Improving Child Care Quality to conduct the observations and administrative record reviews, based on the STEP quality matrices for child care centers and family child care homes.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Acceptance of this contract will support the implementation of the on-site observation component of STEP. Information collected through this component will:

- Inform parents of the quality of individual programs
- Inform child care providers of the strengths of their programs and areas where improvement is needed, and
- Inform stakeholders on the quality of local child development programs

**CONCLUSION**

Upon acceptance by your Board, our office respectfully requests that your staff provide two original signatures on the attached contracts. Our office will forward these documents to the Commission as required.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:MS  
KH:KMS:gj

Attachment

c: County Counsel  
Duane Dennis, Policy Roundtable for Child Care

STEP First 5 LA Contract\_Board Letter\_080508

INTERIM

CONTRACTOR

COUNTY OF LOS ANGELES

76660

Contract No. 07281

## CONTRACT

This Contract, made and entered into on this AUG 05 2008, by and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA) whose address is 750 North Alameda Street, Third Floor, Los Angeles, California 90012, hereinafter referred to as the "COMMISSION" and the County of Los Angeles whose address is 222 South Hill Street, Los Angeles, California 90012 hereinafter referred to as the "CONTRACTOR." All of CONTRACTOR'S activities and services to be provided hereunder will support the COMMISSION'S strategic plan efforts and will be coordinated and overseen by COMMISSION staff as designated below.

## I. SCOPE OF WORK

The CONTRACTOR shall provide description of project, statement of purpose, timeline, schedule of activities, and deliverables as set forth and described in the Scope of Work, which is attached and incorporated as Exhibit A. CONTRACTOR is to execute the work in order to ensure that the deliverables are met on time and on budget for the First 5 LA and staff.

## II. SCOPE OF ENGAGEMENT

Any services other than those noted in this Contract shall require a new COMMISSION-CONTRACTOR Contract. CONTRACTOR shall act at all times as an independent CONTRACTOR and this Contract shall not be deemed to create any form of partnership, joint venture or employment relationship between or among the COMMISSION and the CONTRACTOR, nor shall either party be in any way liable for any debt of the other. This Contract is non-assignable.

## III. TERM OF CONTRACT

The term of this Contract will be August 1, 2008 "effective date" through July 31, 2009 "termination date" unless either party gives prior written notice of termination. This Contract shall expire without further notice on July 31, 2009.

## IV. BUDGET

The Budget and Budget Narrative for the CONTRACTOR are attached as Exhibit B and form an integral part of this Contract.

In-direct costs included in the budget are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred in-direct costs exceeding ten percent will become the responsibility of the CONTRACTOR.

The CONTRACTOR shall receive from the COMMISSION total compensation not to exceed **THREE HUNDRED AND FIFTY ONE THOUSAND, SIX HUNDRED AND FIFTY DOLLARS (\$351,650)** pursuant to the terms and conditions for payment set forth herein.

## V. EXHIBITS

Exhibits A through C, as described below, are attached to and form an integral part of this Contract and are hereby incorporated by reference. Exhibit D and E will be completed by the CONTRACTOR at later dates and forwarded to the COMMISSION on the designated due dates, as determined by the COMMISSION.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A SCOPE OF WORK

Exhibit B BUDGET FORMS

Exhibit C ALL DOCUMENTS IN REQUIRED DOCUMENTS LIST

Exhibit D INVOICE FORM

Exhibit E ALL DELIVERABLES REFERRED IN EXHIBIT A

This Contract and the Exhibits hereto, together constitute the complete and exclusive statement of understanding between the parties that supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. The Exhibits form an integral part of this Contract, and are hereby incorporated by reference. No amendment, promise, or Contract between the parties is valid unless the same is in writing executed by both parties.

## VI. COMMISSION OBJECTIVES

### Mission Statement

The mission of the COMMISSION is to make significant and measurable progress toward increasing the number of children from the prenatal stage through age 5 in Los Angeles County who are physically and emotionally healthy, safe and ready to learn when they reach school age.

### Vision

The COMMISSION is committed to creating a future throughout Los Angeles' diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.

### Values

The COMMISSION intends to make its vision come true by shaping its efforts around five core values:

**Families:** We will acknowledge and amplify the voice of families so that they have the information, resources and opportunities to raise their children successfully

**Communities:** We will strengthen communities by enhancing their abilities to support families.

**Results Focus:** We will be accountable for defining results for young children and for our success in achieving them.

**Learning:** We will be open to new ideas and will modify our approaches based on what we learn.

**Advocacy:** We will use our unique role to build public support for policies and programs that benefit children prenatal through age 5 and their families.

### Goals

The COMMISSION will accomplish its mission by partnering with communities and families in Los Angeles County to make measurable and significant progress in the three priority goal areas of Early Learning, Health, and Safe Children and Families, as outlined in the Strategic Plan.

## VII. AMENDMENTS

Any agreements which in any way change the terms of this Contract shall be valid only if the requested change is made in writing and approved by authorized representatives of the CONTRACTOR and the COMMISSION. Request for modifications will not be accepted during the first two (2) months of the Contract period; and not more than ONCE thereafter, with the exception of the last quarter when there shall be none. CONTRACTOR must submit the written request one (1) month prior to the requested effective date of such modification.

Approval of any amendment will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.

## VIII. INDEPENDENT CONTRACTOR

The COMMISSION shall not be responsible for withholding taxes with respect to the CONTRACTOR compensation hereunder. The CONTRACTOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

## IX. SUBCONTRACTORS

COMMISSION approves CONTRACTOR'S use of subcontractors to carry out its obligations under this Contract as specified as in Exhibit A.

No performance of this Contract or any portion may be assigned by CONTRACTOR without the written consent of the COMMISSION. Any attempt by the CONTRACTOR to assign performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated. CONTRACTOR shall submit a list of subcontractors to the COMMISSION for written approval prior to subcontractor performing any work hereunder.

A function proposed by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COMMISSION, or their designee. Any such attempt at delegation or assignment without prior written notification shall be void. Any change



whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION notification. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION.

CONTRACTOR must submit a copy of the memorandum of understanding for each subcontractor to the COMMISSION for prior review and approval.

## **X. PROPRIETARY RIGHTS**

As applicable, CONTRACTOR agrees and acknowledges that its work pursuant to this Contract is, at COMMISSION'S direction, strictly limited to gathering data and other information regarding one or more of COMMISSION'S funding initiatives, evaluating the data and information, and reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process. In that regard, the following limitations shall apply to CONTRACTOR'S future use of data and information collected by CONTRACTOR during the course of its work for COMMISSION, in addition to any other conditions and limitations imposed by this Contract:

- A. All data and information collected by CONTRACTOR during the course of this project, in whatever form, shall be the joint property of the COMMISSION and CONTRACTOR. CONTRACTOR shall maintain said data and information on behalf of the COMMISSION in form and substance consistent with accepted research practices throughout the course of this Contract. Research findings and results generated from the data may be used internally by the COMMISSION for planning purposes prior to publication by the CONTRACTOR. The COMMISSION will not disseminate any data beyond its internal staff without the consent of the CONTRACTOR.
- B. To facilitate this joint ownership, the Contractor shall provide data to the COMMISSION at time intervals determined by the COMMISSION and CONTRACTOR to be appropriate for the work of the project.
- C. Both the CONTRACTOR and the COMMISSION shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to the Contract. Any raw data collected by the CONTRACTOR will be provided to the COMMISSION only after individual identifiers (with the exemption of zip codes) have been removed from the raw data. CONTRACTOR shall be responsible for

complying with all applicable state and federal laws governing the gathering, use, and protection of personal information.

- D. For any data gathering, informed consents shall be obtained and the CONTRACTOR is responsible for fulfilling any requirements pertaining to and in compliance with HIPAA and an Institutional Review Board for Human Subjects Protection, as applicable.
- E. At the conclusion of CONTRACTOR'S work, whether through expiration or termination of this Contract, CONTRACTOR shall promptly turn over to COMMISSION a copy of all data and information collected, along with all required reports in the following format: all original data and reports must be submitted in hard copy and electronic format within 30 days after expiration or termination to Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First - Proposition 10 Commission (aka First 5 LA) with copies sent to designated director.
- F. CONTRACTOR shall maintain notes, business records, and working papers on file for a period of not less than four (4) years following the termination or expiration of this Contract, and shall provide COMMISSION access to said records for inspection and copying upon seven (7) days written notice from COMMISSION. CONTRACTOR specifically agrees to comply with the California Public Records Act (Government Code Section 6250, *et seq.*) as directed or requested by COMMISSION.
- G. Any software, equipment or instruments developed by CONTRACTOR at COMMISSION'S direction and/or expense during the course of this Contract shall become the sole property of COMMISSION. COMMISSION shall have the right to consent to and participate financially in any licensing or sales Contract relating to such software or equipment.
- H. The timing, format, and manner of the dissemination of any data or information gathered pursuant to this Contract and any report of results, conclusions or recommendations prepared by CONTRACTOR shall be at the sole discretion of the COMMISSION. COMMISSION shall attribute the work to CONTRACTOR upon any such release.
- I. CONTRACTOR may not use the data and information collected pursuant to this Contract without the prior written consent of COMMISSION'S Executive Director or her designee. Such consent must be requested in writing, stating the specific purpose for which consent is being sought, not less than ten (10) working days in advance of any such use.

- J. If the CONTRACTOR uses any data from this project for a purpose that will result in profit or financial compensation to CONTRACTOR or any party related to CONTRACTOR, such fact must be disclosed in a written request for consent by CONTRACTOR and submitted to the COMMISSION. In such cases, COMMISSION shall have the right to enter into a royalty, licensing, or reimbursement Contract with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for purely academic or scientific purposes. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge the participation and funding with "Funded without endorsement, by First 5 LA" and shall provide the COMMISSION with two (2) copies of the published material.
- K. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to this Contract.
- L. CONTRACTOR must maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired with First 5 LA funds pursuant to this Contract, which records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.
- M. COMMISSION and CONTRACTOR agree that all personal property purchased with funds provided under this Contract shall become the property of the COMMISSION upon completion or termination of contract, unless otherwise determined by the COMMISSION.

This section is applicable to all subcontractors in the performance of their services under the Program.

## **XI. CONFLICT OF INTEREST**

It shall be the responsibility of CONTRACTOR to abide by conflict of interest laws and regulations applicable to the CONTRACTOR under California law. CONTRACTOR acknowledges that he/she/it is acting as public official pursuant to this Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect

one's own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. CONTRACTOR shall maintain the confidentiality of any confidential data obtained from the COMMISSION during this Contract and shall not use such information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the **Steps for Excellence Program (STEP)**. During the term of this Contract and for one year thereafter, CONTRACTOR shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

## **XII. INFORMATION TECHNOLOGY REQUIREMENTS**

CONTRACTOR will be responsible for coordinating with COMMISSION'S Information Technology (IT) Department regarding the design, development, structure and implementation of the IT components, including all databases, documents and spreadsheets, applicable to its program. The following IT specifications are to be applied, as appropriate, in relation to the scope of CONTRACTOR'S program:

- A. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the COMMISSION'S infrastructure.
- B. Open Data Base Connectivity (ODBC) compliant for data collection and dissemination purposes.
- C. Ability to collect information at the client-level, as necessary.
- D. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
- E. Ability to export to and import the data collected.
- F. CONTRACTOR will be required to obtain a digital certificate to submit documentation to COMMISSION electronically for recording and processing by COMMISSION staff. Digital certificate must be obtained from approved Certificate Authority (CA) vendor providing a Public Key Infrastructure (PKI). Digital certificate must be maintained by CONTRACTOR throughout contract period.

### XIII. INSURANCE

Without limiting CONTRACTOR'S duty to indemnify COMMISSION during the term of this Contract, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this Contract. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best's rating of A: VII unless otherwise approved in writing as satisfactory to the COMMISSION. Certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to COMMISSION at the address specified in Section XIV prior to the commencement of work under this Contract. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the COMMISSION.

Notwithstanding any other provisions of this Agreement, failure by CONTRACTOR to maintain the required insurance shall constitute a breach of this Contract and COMMISSION may immediately terminate or suspend this Contract as a result, or secure alternate insurance at CONTRACTOR'S expense. CONTRACTOR shall ensure that subcontractors comply with all insurance requirements described in this Section.

It is specifically agreed by the Parties that this Section XIII shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section XIII. Nothing in this Contract is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.

CONTRACTOR'S liability insurance shall be primary and non-contributory. All coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy.

"Los Angeles County Children and Families First - Proposition 10 Commission (or if abbreviated, LA Cty Prop 10 Commn.), its officers, agents, consultants and employees" are to be included as additional insured with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the CONTRACTOR.

CONTRACTOR and subcontractors shall provide policies of liability insurance of at least the following coverages and limits:

A. Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate. Coverage may be on an occurrence or claims-made basis. If written on a Claims Made form, the CONTRACTOR must purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

B. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident. Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Contract and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

C. Workers Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

D. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of CONTRACTOR or its employees, with a limit of liability of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars (\$1,000,000) per occurrence for all other types of professional liability. Only CONTRACTORS, who have a professional liability exposure relating to the work performed for COMMISSION under the terms of this

contract, are required to provide evidence of Professional Liability coverage.

**E. Property Insurance**

Such insurance shall be required only in the event the Contract is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than \$1,000 each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

**F. Crime Coverage Insurance**

Such insurance shall be in the amount not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery.

**Evidence of Self Insurance**

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION'S Legal Counsel may be substituted for any coverage required above. CONTRACTOR must submit a copy of the self-insured certificate issued by the State of California.

**XIV. LIABILITY AND INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses and actual costs and reasonable attorneys' fees incurred by COMMISSION, court costs, interest, reasonable defense costs including expert witness fees and any other costs or expenses of any kind whatsoever in proportion to and to the extent that such costs and/or expenses are incurred in relation to, as a consequence of or arise out of or are in any way attributable to CONTRACTOR'S or its employees, agents or officials acts or omissions in performance of this Contract. This duty to indemnify and defend shall not extend to such losses, actions, or damages to the extent such arise from or are caused by the COMMISSION'S negligence or the negligence or willful misconduct of its employees, agents and/or officials.

COMMISSION shall defend, indemnify and hold harmless CONTRACTOR, its employees, agents and officials from any liability, claims, suits, actions, arbitration proceedings,

administrative proceedings, regulatory proceedings, losses, expenses and actual costs and reasonable attorneys' fees incurred by CONTRACTOR, court costs, interest, reasonable defense costs including expert witness fees and any other costs or expenses of any kind whatsoever in proportion to and to the extent that such costs and/or expenses are incurred in relation to, as a consequence of, or arise out of or are in any way attributable to COMMISSION'S, its employees, agents and/or officials acts or omissions in performance of this Contract including, without limitation, matters of active or passive negligence on the part of the COMMISSION, its employees, agents and officials or the willful misconduct of COMMISSION'S employees, agents and/or officials.

## **XV. ACCOUNTABILITY**

- A. The CONTRACTOR will work under the direction of Evelyn V. Martinez, Executive Director of Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) and/or designated departmental director(s) of Planning and Development, Grants Management, Contracts & Legal Compliance, Finance, Public Affairs, and/or Research and Evaluation to ensure appropriate documents and activities are in compliance. As requested by the COMMISSION, the CONTRACTOR shall copy communications to the designated director(s) and will deliver routine updates and check-ins including preliminary and final reports and other deliverables (Exhibit E), over the course of this Contract period.
- B. The COMMISSION will make relevant, non-confidential and non-privileged information available and accessible to the CONTRACTOR in order to successfully complete the project.
- C. The CONTRACTOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by COMMISSION and CONTRACTOR, with the highest degree of quality and service to the COMMISSION.
- D. Both CONTRACTOR and COMMISSION will conduct themselves and their work in an ethical manner with high integrity and respect for the individuals involved in this process.
- E. COMMISSION reserves the right to modify this CONTRACT and the programs and services provided by CONTRACTOR pursuant to this Contract based on the results of its evaluation(s) and review(s). In addition, COMMISSION may use the results of such evaluation(s) and review(s) in decisions regarding possible future funding, extension, or renewal of CONTRACTOR'S program and service. The evaluation(s) shall include, but



are not limited to, Contract compliance and the effectiveness of program planning and implementation. COMMISSION at its sole discretion will conduct on-going assessments of the program.

F. CONTRACTOR is required to comply with Section 3410 of the Public Contracts Code which requires preference to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.

G. CONTRACTOR is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code which required the purchase of recycled products, instead of non-recycled products, whenever recycled products are available at the same or lesser total cost than non-recycled items. CONTRACTOR may give preference to suppliers of recycled products and may define the amount of this preference.

It is the responsibility of CONTRACTOR to avoid any activity that might create a legal conflict of interest under California law or the appearance of any such conflict. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from COMMISSION during the course of this Contract.

#### **XVI. INTERPRETATION AND JURISDICTION**

This Contract shall be interpreted pursuant to the laws of the State of California. CONTRACTOR expressly agrees that the jurisdiction and venue for any litigation or arbitration brought to enforce any term of this Contract shall be in state court in Los Angeles County, California, and CONTRACTOR hereby consents to such jurisdiction and venue.

#### **XVII. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR shall conform to and abide by all Municipal, County, State of California and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials.

#### **XVIII. PAYMENTS TERMS**

All checks are to be made out to COUNTY OF LOS ANGELES. Monthly invoices based on actual expenses are to be submitted by the CONTRACTOR to

the COMMISSION by the 20<sup>th</sup> day of each month and must be addressed to the attention of Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA). Within ten (10) business days following COMMISSION'S receipt of a properly completed invoice, COMMISSION shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. COMMISSION agrees to pay CONTRACTOR all undisputed amounts included on the invoice within thirty (30) calendar days of receipt of the invoice. All invoices submitted on or before 20<sup>th</sup> day of the month, will be processed in manner outlined above. LATE INVOICES WILL BE PROCESSED IN THE SUBSEQUENT MONTH FROM DATE OF RECEIPT. Final payment will be made based on successful completion of the Contract and deliverables (Exhibit E) have been submitted to the COMMISSION. If CONTRACTOR does not comply with the timeframe set forth in this Section XVIII, CONTRACTOR will be considered out of compliance and may be subject to sanctions including but not limited to a penalty not to exceed five percent (5%) of each outstanding invoice.

**XIX. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS**

COMMISSION'S payment obligations pursuant to this Contract are payable solely from funds appropriated by COMMISSION for the purpose of this Contract. CONTRACTOR shall have no recourse to any other funds allocated to or by COMMISSION. CONTRACTOR acknowledges that the funding for this Contract is limited to the term of the Contract only, with no future funding promised or guaranteed.

The COMMISSION and the CONTRACTOR expressly agree that full funding for the Contract over the entire Term of Contract is contingent on the continuing collection of tax revenues pursuant to Proposition 10 and the continuing allocation of Los Angeles County's share of those revenues to the COMMISSION. In the event of any repeal, amendment, interpretation, or invalidation of any provision of Proposition 10 that has the effect of reducing or eliminating the COMMISSION'S receipt of Proposition 10 tax revenues, or any other unexpected material decline in the COMMISSION'S revenues, the COMMISSION may reduce or eliminate funding for current or subsequent Contract years at a level that is generally proportionate to the reduction.

**XX. TERMINATION OF SERVICES**

Either party may terminate this Contract after providing ten (10) days written notice to the other party at the address first set forth above. When CONTRACTOR'S services conclude, all unpaid fees and expenses become due

and payable. Upon such termination, only those documented, earned and unpaid fees and expenses earned by CONTRACTOR prior to such termination pursuant to the budget attached hereto as Exhibit B shall become due and payable. Any amount paid in advance to CONTRACTOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

In the event, either party has violated any significant terms or conditions of this Contract and/or committed an act or offense which indicates a lack of business integrity or business dishonesty, the COMMISSION and/or CONTRACTOR shall immediately terminate this Contract.

#### **XXI. ENTIRE UNDERSTANDING**

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and agreement of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Contract shall govern over any inconsistent provisions contained in any exhibit hereto.

#### **XXII. ATTORNEY FEES**

The prevailing party in any legal action brought due to a material breach by the other, or to enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys fees.

#### **XXIII. RECORDS AND AUDITS**

COMMISSION reserves the right at any time during CONTRACTOR business hours at its discretion and upon reasonable notice to audit, examine records and require supporting documentation to substantiate CONTRACTOR reported expenses and basic service level estimates of work completed.

#### **XXIV. NOTICES**

Any notices, reports, deliverables or invoices required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR'S and COMMISSION'S regular business hours or by facsimile before or during CONTRACTOR'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

Notices to CONTRACTOR

Notices will be sent to CONTRACTOR addressed as follows:

<u>Florence Fujii</u>		
Primary Contact Person	Telephone	E-mail
<hr/>		
Fiscal Contact Person	Telephone	E-mail
222 S. Hill Street, 5 <sup>th</sup> Floor		
<hr/>		
CONTRACTOR Name		
<hr/>		
Los Angeles, CA 90012		
<hr/>		
CONTRACTOR Address		

Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA  
Attention: Evelyn V. Martinez, Executive Director  
750 North Alameda Street, Suite 300  
Los Angeles, California 90012

With a copy of any Contract changes or amendments to:

Craig A. Steele  
Richards, Watson & Gershon  
355 S. Grand Avenue, 40<sup>th</sup> Floor  
Los Angeles, California 90071

Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any provisions of this Contract, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

XXV. SIGNATURES

In WITNESS WHEREOF, this Contract has been executed as of the date set forth above by the respective duly authorized signatories below.

**CONTRACTOR**  
Agreed & Accepted

*Yvonne B. Burke*

Yvonne Burke, Supervisor - District 2  
County of Los Angeles



ATTEST: SACHIA A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS

By *Sachia A. Hamai* Deputy

AUG 05 2008

Date

COMMISSION

Approved as to form:

\_\_\_\_\_  
Craig A. Steele  
Legal Counsel

\_\_\_\_\_  
Date

Agreed & Accepted:

\_\_\_\_\_  
Evelyn V. Martinez  
Executive Director  
Los Angeles County Children and Families First  
Proposition 10 Commission (aka First 5 LA)

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

**RAYMOND G. FORTNER, JR.**  
County Counsel

By *7/21/08* Deputy

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 15

AUG 05 2008

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

*Amal Khaneja*  
Deputy

## Attachment A: Scope of Work



## STEP

### Scope of Work

Agency: Office of Child Care Contract Period: 3 Years  
 Project Title: STEP Start Date: August 15, 2008

#### Major Activities

- Track *Intent to Participate* and Regulatory Clearance forms submitted by prospective STEP participants
- Monitor data reports provided by CICCQ to ensure timely responses to applicants
- Coordinate STEP Review Committee of the Policy Roundtable for Child Care
- Inform participating programs and stakeholders of rating awarded by the Roundtable
- Coordinate appeal process when the need arises

1. Track all <i>Intent to Participate</i> and Regulatory Clearance forms submitted by prospective STEP participants.				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to First 5 LA
a) Maintain accurate log of all programs submitting <i>Intent to Participate</i> and Regulatory Clearance forms.	Maintain a data base showing status of all prospective STEP participants.	STEP Coordinator	Monthly reports are to include up-to-date information on prospective and participating programs in monthly report.	Include in monthly report.
b) Forward Regulatory Compliance forms to Community Care Licensing Division (CCLD) and appropriate Health departments and work collaboratively with those agencies to facilitate timely responses.	1) Forward forms by fax or electronically 2) Track responses	STEP Coordinator	Monthly report to include the number of programs waiting for clearance from CCLD and Health.	Include in monthly report.



## STEP Scope of Work

1. Track all <i>Intent to Participate</i> and Regulatory Clearance forms submitted by prospective STEP participants.					
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to First 5 LA	
c) Notify all applicants of response by regulatory agencies. Programs that are determined to be in compliance can a) request an on-site observation and b) submit a <i>Quality Improvement Plan</i> .	Enrollment letter will be sent by US mail.	STEP Coordinator	Monthly report to include the number of programs cleared by Child Care Licensing Division, awaiting clearance and denied clearance during that month.	Include in monthly report.	
<ul style="list-style-type: none"> <li>Track programs choosing to proceed directly to the on-site observation and coordinate with CICCQ to schedule.</li> </ul>	Data base will show programs scheduled observations.	STEP Coordinator	Monthly report to include the number of programs requesting on-site observation and the number of observations conducted.	Include in monthly report.	
<ul style="list-style-type: none"> <li>Programs choosing to implement a <i>Quality Improvement Plan</i> (QIP) prior to receiving an on-site observation will be monitored to ensure implementation of QIP.</li> </ul>	Site visits to randomly selected sample of providers will be completed to verify implementation of QIP activities.	STEP Coordinator	September 2008 monthly report will include the number of programs requesting QIPs and the nature of improvements made.	QIPs requested included in September 2008 monthly report. QIP site visits completed by July 2009.	



## STEP

### Scope of Work

2. Monitor data reports provided by CICCQ to ensure meeting project goals and timely responses to applicants.				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to First 5 LA
a) Subcontract with CICCQ to conduct observations on-site observations of centers and family child care homes using all components of the STEP rating instruments.	On-site observations using ERS, AIS and review of administrative records.	UCLA STEP program coordination and management staff	Recommendations for program ratings.	Will report progress on a monthly basis.
b) Meet with CICCQ and First 5 LA staff on a monthly basis to ensure compliance with terms of contract and to address issues and/or opportunities that arises.	In-person meetings & conference calls to ensure communication throughout the project.	STEP Coordinator, OCC Director	Communication system that allows issues &/or opportunities to be addressed in a timely manner.	OCC will provide minutes from meetings within 10 business days.
c) Manage STEP data and coordinate analyses with related data, such as participation in STEP training, and/or Investing in Early Educators Program stipend component.	Data sharing between projects.	STEP Coordinator & related project coordinators	Reports examining providers using multiple services.	Training is being funded by CDE. Reports will be provided within 3 months of the close of the CDE contract.
d) Prepare progress & data reports as needed by First 5, the Policy Roundtable for Child Care, Board of Supervisors, Office of Child Care or other stakeholders.	Preparation of reports as requested.	STEP Coordinator, OCC Director	Requested reports. Dissemination Plan	As requested 6 months from contract start date

## Scope of Work

2. Monitor data reports provided by CICCQ to ensure meeting project goals and timely responses to applicants.				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to First 5 LA
e) Coordinate data presentations on STEP applicants to the Roundtable Committee, including results of on-site observations and Portfolio reviews	Compile program reports and recommendations prepared by CICCQ.	STEP Coordinator OCC Director	Monthly reports will include information on presentations made related to STEP, number of participants, issues identified and how resolved.	Include in monthly report.

## STEP Scope of Work

3. Coordinate the development of the STEP evaluation proposal					
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to First 5 LA	
a) Research evaluations conducted on child care quality rating systems, including but not limited to Oklahoma, Colorado and North Carolina	Literature review and phone interviews with project coordinators and evaluators, including RAND	STEP Coordinator	Analysis of recent evaluations of quality rating systems.	January 2009	
b) Work with LAUP and First 5 LA to explore possible common evaluation items for STEP & LAUP	Face to face meetings	STEP Coordinator OCC Director	<ul style="list-style-type: none"> <li>▪ Possible common evaluation items between LAUP &amp; STEP.</li> <li>▪ Meeting notes within 10 days.</li> <li>▪ Summary memo on agreements made</li> </ul>	February 2009	
c) Convene and host quarterly STEP Evaluation Subcommittee meetings to provide expert input regarding the project's evaluation framework, including evaluation challenges and opportunities	Telephone and in-person meetings	STEP Coordinator OCC Director	Minutes from meetings	OCC will provide minutes from quarterly meetings within 10 business days.	
d) Develop an evaluation framework for STEP	Building on items a and b, solicit input from Roundtable, SIB from Roundtable, SIB Evaluation Unit and First 5 LA	STEP Coordinator OCC Director	Evaluation framework for STEP	May 2009	



## STEP Scope of Work

Agency: UCLA Center for Improving Child Care Quality (CICCCQ)

Project Title: STEP Program Site Reviews      Contract Period: Year 1 of a 3 year contract is August 15, 2008 – July 31, 2009

### MAJOR ACTIVITIES:

- #1 – Establish Measurement Reliability and Validity
- #2 – Develop Instrumentation for Conducting Reviews
- #3 – Train and Maintain Reliability of Reviewers
- #4 – Create and Maintain Database Protocols
- #5 – Conduct Portfolio and On-site Reviews
- #6 – Data Analysis and Reporting
- #7 – Coordination, Reporting and Evaluation of Implementation with County Office for Child Care

# 1 – Establish Measurement Reliability and Validity				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
a) Identify one-to-one correspondence between the STEP criteria and existing measurement tools items (e.g. ECERS, AIS, Multi-state/SWEEP; NIEER, LAEXCELS, etc.) in existing CICCCQ databases.	Data Analysis, Comparison of STEP Criteria with existing Data Sets	UCLA Academic personnel and research staff	<u>SEE b) below</u>	October 2008

## STEP

### Scope of Work

# 1 – Establish Measurement Reliability and Validity				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
b) Using the criteria where there is a one-to-one correspondence, use the existing data sets to: <ul style="list-style-type: none"> <li>calculate inter-scale reliability for STEP quality domain components</li> <li>calculate the scalability of the criteria for each STEP domain</li> <li>examine associations between STEP domains and child outcomes</li> <li>examine missing data patterns to determine which criteria indicate readiness for participation</li> </ul>	Analysis of existing data sets and associations among STEP criteria	UCLA data academic and research staff	Research evidence for development of the scale and to establish its reliability and analysis plan.  Incorporate summary of analysis and findings in written monthly report.	Incorporate a summary of analysis plan and findings in written monthly reports. Final report is due October 2008

## STEP Scope of Work

#2 – Develop Instrumentation for Conducting Reviews					
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA	
a) Determine how to weight each of the elements of the assessment system to arrive at an overall STEP level that incorporates LAUP and NAEYC levels and examine consistency between the STEP system, LAUP Star system levels, and NAEYC accreditation	Data analysis, discussion	UCLA academic personnel and research staff	System for determining STEP rating.  Summarize results on how decisions were made in written monthly report.	Summarize results on how decisions were made in the written monthly report, due November 2008.	
b) Create a code book and procedure protocol for the complete STEP review including <ul style="list-style-type: none"> <li>instructional packets for applicants to use in preparing portfolios</li> <li>prerequisites for site visits “readiness review” including licensing and sufficient classroom/session information to enable CICCQ to readily assign an appropriate number of classroom observers</li> </ul>	In office writing, meetings, discussion	UCLA academic personnel and research staff & STEP program staff	a. Codebook b. Written protocols for STEP reviews	November 2008	
c) Create instrument packets for portfolio and site reviews <ul style="list-style-type: none"> <li>Classroom observations for Teacher Child Relationships and Learning Environments</li> <li>Portfolio reviews for Identification and Inclusion</li> </ul>	In office writing	UCLA academic personnel and research staff & STEP	Instrument packets for portfolio and site reviews	November 2008	



## STEP

### Scope of Work

#2 – Develop Instrumentation for Conducting Reviews				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
of Children with Special Needs, Qualifications & Working Conditions, and Family and Community		program staff		

Task #3: Train and Maintain Reliability of Data Collectors & Portfolio Reviewers				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
a) Prepare all training materials, design training for portfolio and on-site reviewers	Word processing, duplication	Training Director and STEP management staff	Training workbooks and instructions for reviewers	Mid – December 2008
b) Train data collectors to reliability standards including 3 days of classroom training and as many as 10 days of field practice or until reliability is achieved.	Classroom training, field practice	Training Director and STEP management staff	3-4 trained, reliable data collectors. Summary that documents the training process	December 2008



## STEP

### Scope of Work

Task #3: Train and Maintain Reliability of Data Collectors & Portfolio Reviewers				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
c) Test and re-train for inter-rater reliability every 10 <sup>th</sup> site review or 10 <sup>th</sup> portfolio review. Hold weekly meetings with data collectors reinforce and clarify protocols and to resolve any unanticipated site review challenges.	5 Classroom training days, 5 days of field practice	Training Director, experienced data collectors, STEP project staff	3-4 trained, reliable data collectors  Reliability of data collectors incorporated into monthly report.	Begin October 2008 and ongoing throughout project to meet standard. Include reliability of data collectors in monthly report.

  

#4 – Create and Maintain Database Protocols				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
a) Establish protocols for ID coding for sites, classrooms, sessions, site supervisors, teachers, assistant teachers	In office preparation time, meetings, writing	UCLA STEP program coordination and management staff	ID system for tracking sites	Mid-November 2008

## STEP

### Scope of Work

#4 – Create and Maintain Database Protocols					
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA	
b) Establish protocols for data cleaning and data entry that include maintaining data confidentiality	In office preparation time, meetings, writing	UCLA STEP program coordination and management staff	Data cleaning and data entry protocol	Mid-November 2008	
c) Establish protocols for data analysis and reporting STEP recommendations	In office preparation time, meetings, writing	UCLA STEP program coordination and management staff	Analysis plan and STEP level recommendation rubric	Mid-November 2008	
d) Compile summary of all project protocols.	In office writing	UCLA STEP program coordination and management staff	Summary document of all protocols.	Mid-November 2008	

## STEP

### Scope of Work

#5 – Conduct Portfolio and On-site Reviews				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
a) Devise systems to: <ul style="list-style-type: none"> <li>• Insure that reviewers are blind to program information</li> <li>• accurately determine number of classrooms that are representative at each site</li> <li>• provide for random selection of classrooms</li> </ul>	In office preparation time, meetings, writing, computer work	UCLA STEP program coordination and management staff	Classroom selection protocol and sampling procedures. Provide a summary on sampling procedures.	Mid-December 2008
b) Manage all logistics of scheduling, conducting site visits, receiving and preparing data for analysis. <ul style="list-style-type: none"> <li>• Produce and distribute pre-visits packets and instructions to sites to be reviewed</li> <li>• Prepare and distribute measures packets for the reviewers, collect data forms, and score sheets</li> <li>• Receive, log, clean, enter all data from site reviews and portfolio reviews</li> </ul>	In office preparation time, meetings, writing, phone scheduling, duplication of materials, computer work	UCLA STEP program coordination and management staff	Provide sample pre- visit package, including instructions and measure packets.  Provide written data entry protocol.  Monthly report summarizing number of completed reviews and site visit results.	November 2008  December 2008  Number of completed reviews and site visit results summarized in monthly reports.

## STEP

### Scope of Work

#5 – Conduct Portfolio and On-site Reviews				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
			Final report summarizing data entry protocols, site review results, and “lesson learned” recommendations for pilot sites reviewed.	Report completed by July 2009
c) Provide technical assistance to data collectors to facilitate successful completion of on-site reviews including daily telephone access, site visit feedback reports, and “special circumstances” forms to document any unsafe conditions observed at the sites.	Office support staff	UCLA STEP program coordination and management staff	Successfully completed reviews, site level reports and recommendations for all Pilot Sites. Include summary of TA provided to data collectors in mo. rpt.	Summary of TA provided to data collectors included in monthly report.
d) Provide site review facilitator for programs to insure successful completion of review as scheduled, to collect and compile site review evaluation reports from program staff, and to resolve any unanticipated difficulties on the day of the review.	Phone contact	UCLA STEP program coordination and management staff	Successfully completed reviews, site level reports and recommendations for all pilot sites. This information will be incorporated into monthly written	Summary of key activities completed by facilitator included in monthly report.

## STEP Scope of Work

#5 – Conduct Portfolio and On-site Reviews				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
e) Complete up to 210 portfolio and site reviews of family child care homes and 105 portfolio and site reviews of center-based programs.	Site visits to programs and in-office review of portfolios	UCLA STEP program coordination and management staff and data collectors	Completed reviews and STEP level assignment for up to 315 child care programs in LA County. Database will include ERS, AIS and other component scores. Include summary in mo. rpt.	Summary of the completed reviews and STEP level assignment in the monthly report

#6 – Data Analysis and Reporting of Review Results				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
a) Prepare a program level report to enable Child Care Roundtable to determine and	Analysis of data from STEP reviews	UCLA STEP program coordination and	Program level report template for Roundtable	January 2009

#6 -- Data Analysis and Reporting of Review Results				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
assign a STEP level		management staff	members.	
b) Prepare a sample program level report that gives program improvement information to sites.	Analysis of data from STEP reviews	UCLA data management staff	Program level report template for participating STEP sites.  Written site level program improvement information available after each review.	December 2008  Number of sites receiving program improvement reports included in the monthly report.
c) Analyze data and submit data reports in SPSS and Excel format to COCC and First 5 LA of completed site reviews on a schedule to be determined between CICCQ and COCC and First 5 LA.	Analysis of data from STEP reviews -- preparation of data files	UCLA data management staff	SPSS and Excel files for 315 completed reviews including item level data for ERS and AIS scores. Summary included in	Summary of progress on the data collected included in monthly reports (beginning February 2009). Data reports will be submitted 6 weeks post site visit

## STEP Scope of Work

#6 – Data Analysis and Reporting of Review Results				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
			monthly report.	

#7 – Coordination, On-going Reporting and Evaluation of Implementation with County Office for Child Care				
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA
a) Meet with COCC staff monthly and F5 LA staff as requested <ul style="list-style-type: none"> <li>to evaluate the effectiveness of the training, on-going support, data instruments, data collection tools,</li> </ul>	Meeting, materials preparation, phone calls.	UCLA STEP program coordination and management	On-going program improvements	Monthly or as requested

## STEP

### Scope of Work

#7 – Coordination, On-going Reporting and Evaluation of Implementation with County Office for Child Care					
Activities	Method(s)	Staff Responsible for Activity	Deliverables	Target Date to be submitted to 1 <sup>st</sup> 5 LA	
<ul style="list-style-type: none"> <li>to evaluate the effectiveness of the team approach to site visits</li> <li>to make recommendations to improve process of reviews and assignment of STEP levels</li> </ul>		staff			
b) Consult with COCC on various aspect of STEP program implementation <ul style="list-style-type: none"> <li>Evaluation of site preparation guidance materials</li> <li>Building communication systems between County and CICCQ project staff</li> <li>Scheduling logistics and maintaining communications with sites</li> <li>Database management</li> <li>Format for site level reporting</li> </ul>	Meeting, materials preparation, phone calls.	UCLA STEP program coordination and management staff	Incorporate recommendations for modifications to improve implementation in monthly report.	Summary of recommendations for modifications to improve implementation included in monthly report.	
c) Prepare monthly progress reports according to COCC and First 5 LA specifications and including results of reliability testing	In office report preparation	UCLA STEP program coordination and management staff	Monthly progress reports	Monthly	